

REQUEST FOR PROPOSAL

Addendum # 1



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY RELAY: 711

DATE ISSUED: June 14, 2006

RFP Title:	Proposed Development-Lease-Leaseback for a Consolidated Elections Facility at Goat Hill
Requesting Dept./ Div.:	King County Department of Executive Services – Facility Management Division
RFP Number:	204-06RLD
Due Date:	June 22, 2006 – no later than 2:00 P.M.
Buyer:	Roy L. Dodman, roy.dodman@metrokc.gov (206) 263-4266

This addendum is issued to revise the original Request for Proposal, dated May 11, 2006 as follows:

1. The proposal opening date remains the same: Thursday, June 22, 2006 no later than 2:00 p.m.
2. The sign in sheet from the June 5, 2006 pre-submittal conference is available by contacting Roy Dodman at roy.dodman@metrokc.gov. This document is in a MS Excel format.
3. As noted in *Exhibit B – RFP Preliminary Program, Part 4, Elections Programmatic Requirements, Item i., Elections Workflow Analysis*, Attachment 1 is now available for review. Attachment 1 is comprised of three .pdf files, consisting of the following:
 - Item 1: Pre-Election Day Activities
 - Item 2: Election Day Activities
 - Item 3: Post-Election Day Activities

These files are available by contacting the buyer listed above for either a hard copy or electronic version of the files.

TO BE ELIGIBLE FOR AWARD OF A CONTRACT, THIS ADDEMDUM MUST BE SIGNED AND SUBMITTED TO KING COUNTY

Sealed proposals will only be received by:

King County Procurement Services Section, Exchange Building, 8th floor, 821 Second Avenue, Seattle, WA 98104-1598. Office hours: 8:00 a.m. - 5:00 p.m., Monday – Friday

Company Name

Address

City / State / Postal Code

Signature

Authorized Representative/Title

Email

Phone

Fax

This Request for Proposal – Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

The following responses are provided to questions received by the Project Team

Q1: We have a question re the financing and lease/leaseback for this project. Is there a financing component on behalf of the developer?

R1: No.

Q2: Or...is the developer role to plan, develop, design and construct only - the developer would underwrite the cost of the development, with project costs paid from bond proceeds. The developer to establish a GMP for the project?

R2: Yes.

Q3: The RFP seems to indicate that the County will fund the project by issuing tax free bonds (and would issue a separate RFP for this - and we would assume a not-for-profit entity would be hired to issue the bonds and this entity would lease the project to the County with the County owning the buildings once the bonds were paid off?)

R3: This is accurate.

Q4: Regarding the financing - I see there is no developer role, but is the issuance of tax free bonds the sole financing method that will be used for this project?

R4: Yes.

Q5: Site - Is the County preference as to site, the site relevant to this RFP - the Goat Hill site. (The County is considering 2 other options for this project - is or has issued Solicitation For Offer - we do not have copies at this time - for the facility to be developed on non-County land; or reuse of an existing building not currently owned by King County).

R5: For this RFP, the Goat Hill Site is the only site to be considered.

Q6a: The Developer Agreement - Exhibit B - Project Lease Agreement (we do not have at this time) - this Agreement - Agreement between the Owner and the Tenant. Would the non profit entity be the Owner and the County be the Tenant, with eventual ownership reverting to the County once the bonds are paid off. Meaning that the Developer would not be involved in this legal transaction? Developer role would be limited to the BTS at Guaranteed Price - the only Agreement the Developer would be involved in would be the Development Agreement.

R6a: Yes

Q6b: The King County Office Building Development AGREEMENT – This agreement would be between Developer and the non profit?

R6b: Yes

Q7: Who is the legal owner on the land - under the Ground Lease - with the County as Lessor? I believe this is relevant only if the facility is built on another site than the Goat Hill site. The Development Agreement on page 1 mentions a Ground Lease. Does this in any way relate to the Goat Hill site? (But the county owns the Goat Hill site as I understand it).

R7: King County Is Owner of Land. King County shall lease land to the Non-Profit facilitating /63-20 Financing Entity.

Q8: Termination Clause - If bonds have not occurred by a certain date, the Development Agreement is terminated. This is understood. Are there other Termination Agreements that apply to this RFP? Once the Developer is chosen, lets say for the Goat Hill site, the Non-Profit is chosen and the bonds are in place, can this project still be terminated and under what circumstances?

R8: The project can be fail to proceed at any time, up until the simultaneous closing of the sale of bands, execution of leases, execution of Development Agreement, Associated Documents. After execution of documents at closing, the project could only be terminated under the terms and conditions pursuant to those documents.